

This instrument was prepared by:
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Send Tax Notice to:
THE DAVID GROUP, INC.



20041108000613770 Pg 1/2 114.00
Shelby Cnty Judge of Probate, AL
11/08/2004 11:33:00 FILED/CERTIFIED

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) and other good and valuable consideration, paid to the undersigned grantor, LAKE HEATHER DEVELOPMENT CO., INC., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said LAKE HEATHER DEVELOPMENT CO., INC., an Alabama Corporation (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto THE DAVID GROUP, INC., (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Lake Heather Estates, Givianpour's Addition to Inverness, as recorded in Map Book 16, Page 121, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with a non-exclusive easement to use the private roadways, access easements and other easements, all as more particularly described in the Declaration of Protective Covenants for Lake Heather Estates, as recorded in Instrument No. 1992-18226, as amended by Instrument No. 1992-26078, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereafter collectively referred to as the "Declaration").

Subject to:

1. Ad valorem taxes due and library district assessments payable October 1, 2005, and all years thereafter;
2. Fire district dues as and when due and payable;
3. Restrictive Covenants as recorded in Instrument No. 1992-18226, Instrument No. 1992-26078 and Instrument No. 1999-1346, in Probate Office.
4. Private Subdivision Agreement between Lake Heather Development Co., Inc. and City of Hoover, recorded in Instrument No. 1992-26077 in Probate Office.
5. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as recorded in Deed Book 5, Page 355; Deed Book 4, Page 442, and Deed Book 48, Page 427, in Probate Office.
6. The rights of upstream and downstream riparian owners with respect to Heather Lake.
7. Easements as shown by recorded map..
8. Single Family Residence Restrictions as shown by recorded map.
9. Restrictions, limitations, reservations, mineral and mining rights incident thereto and release of damages recorded in Instrument 20020717000332930.

Grantor shall not be liable for, and no action shall be asserted against Grantor for, and Grantee hereby waives and releases Grantor, its officers, agents employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants, or other person who enters upon ant portion of the Property as a result of any past, present or future soil,

CLAYTON T. SWEENEY, ATTORNEY AT LAW

surface and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMP's) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, subcontractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and/or assigns.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Concetta S. Givianpour who in her capacity as Vice-President of Lake Heather Development Co., Inc., has executed this statutory warranty deed this 29th day of October, 2004.

GRANTOR:

LAKE HEATHER DEVELOPMENT CO., INC.


Concetta S. Givianpour, Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **CONCETTA S. GIVIANPOUR**, whose name as Vice President of LAKE HEATHER DEVELOPMENT CO., INC., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, she, as such officer, executed the same voluntarily as the act of said corporation.

Given under my hand and office seal of office this the 29th day of October, 2004.


Notary Public

My Commission Expires: 6-5-10